

APPROVED AS TO FORM

*Francis P. McInerney*  
COUNTY COUNSEL

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NOT CIRCULATE

AGREEMENT

THIS AGREEMENT, made this 17th day of June, 1971, between the County of Essex, public employer, with offices at the Hall of Records, Newark, Essex County, New Jersey (hereinafter referred to as "County") and the Public Works Construction Mechanical Association (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, the Public Employment Relations Commission, pursuant to the New Jersey Employer-Employee Relations Act of 1968, has certified the Association on August 11, 1970, as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all craft employees employed by the County of Essex in the Public Works Department, but excluding stationary engineers, firemen, mechanics, maintenance repairmen of boiler room, office personnel, laborers, laborer drivers, truck drivers, managerial executives, professional employees, supervisors within the meaning of the Act and policemen.

NOW, THEREFORE, the County and the Association mutually agree as follows:

ARTICLE I: PURPOSE

The purpose of this agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II: RECOGNITION AND SCOPE

The County recognizes the Public Works Construction Mechanical Association as the exclusive representative of all craft employees employed

by the County of Essex in the Public Works Department, but excluding stationary engineers, firemen, mechanics, maintenance repairmen of boiler room, office personnel, laborers, laborer drivers, truck drivers, managerial executives, professional employees, supervisors within the meaning of the Act and policemen (as certified by the New Jersey Public Employment Relations Commission on August 11, 1970), for the purpose of collective negotiations under and pursuant to Chapter 303, L. 1968 (N. J. S.A. 34:13A, et seq.) with respect to salary, hours and other terms and conditions of employment.

#### ARTICLE III: MANAGEMENT RIGHTS

It is understood and agreed between the parties hereto that the County and the Supervisor of Public Works possess the sole right to direct the activities of the employees covered by this contract so as to carry out the statutory mandate and goals assigned by the County to the Units, and that all management rights repose in management.

#### ARTICLE IV: RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the employees covered by this Agreement have heretofore enjoyed and are presently enjoying, whether County-wide or departmental in application, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable except as otherwise provided herein. Proposed new rules or modifications of existing rules governing working conditions that are the subject of this agreement shall be negotiated between the parties hereto before they are established.

The County agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by

reason of his membership in the Association, collective negotiations with the County or the instituting of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms and conditions of employment.

#### ARTICLE V: CIVIL SERVICE RULES

Whenever there should appear to be a conflict between the terms of this agreement on the one hand, and the Civil Service Law (N. J. S. A. 11:1-1, et seq.) and the Revised Civil Service Rules of the State of New Jersey (N. J. A. C. Title 4), on the other hand, the terms of the latter shall prevail. Nothing in this agreement shall be construed to over-ride current rules and regulations at the respective locations where the employees are employed.

#### ARTICLE VI: SALARIES

Effective July 1, 1971, January 1, 1972 and July 1, 1972, respectively, employees covered by this contract shall be paid in accordance with the salary schedule attached hereto and marked "Schedule A".

#### ARTICLE VII: WORK DAY AND OVERTIME

Effective January 1, 1972, the normal work day for employees covered by this contract shall be seven (7) hours, and the normal work week shall be thirty-five (35) hours.

All work performed in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be paid for at one and one-half times the employee's regular hourly rate.

#### ARTICLE VIII: STAND BY TIME (ON CALL-CALL IN)

Effective January 1, 1972, any employee covered by this Agreement, assigned to stand by, i. e., to remain available and subject to call for duty while off duty shall be compensated at the rate of two (2) hours pay per day

at straight time when so assigned on week days - Monday through Friday - and four (4) hours pay per day at straight time when so assigned on Saturdays, Sundays and holidays. If actually called for duty, he shall be compensated at the rate of one and one half times his regular hourly rate.

Employees not on call, but who are actually called to work on a regularly scheduled day off shall receive time and one-half for all such hours worked, with a guaranteed minimum pay of four (4) hours, at time and one half.

#### ARTICLE IX: HOLIDAYS

The holiday schedule shall be in accordance with Resolution No. 29105, dated January 2nd, 1971, and amended January 28, 1971 by Resolution No. 19167.

#### ARTICLE X: VACATIONS

Effective June 1, 1971, vacations shall be granted as follows:

1st year of employment	One (1) vacation day for each month of service
2nd through 5th year	Twelve (12) vacation days
6th through 15th year	Fifteen (15) vacation days
16 years and beyond	Twenty (20) vacation days.

Upon celebrating the fifth and fifteenth years' service, an employee shall be granted the additional vacation during the calendar year in which the employee celebrates that anniversary.

#### ARTICLE XI: LONGEVITY

Longevity shall be granted as heretofore, and in particular, longevity increments shall be granted notwithstanding that the employee is not at his maximum salary.

ARTICLE XII: LIFE INSURANCE, HOSPITALIZA-  
TION, MEDICAL SURGICAL AND  
MAJOR MEDICAL INSURANCE

Permanent employees, upon completion of ninety (90) days employment are enrolled in a group life insurance program that provides a Four Thousand (\$4,000.00) Dollar death benefit.

Temporary employees become covered at the completion of one (1) year of employment. Eligibility for Hospitalization, Medical-Surgical and Major Medical Insurance is the same.

These benefits provide coverage for the employee, his spouse and any dependents eligible under the health insurance contracts. The County reserved the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on April 1, 1970. Upon retirement, an employee who is a member of P.E.R.S. may join the New Jersey Blue Cross-Blue Shield Group Pension Program through the New Jersey State Division of Pensions and pay the group premium. An employee who is a member of P.E.R.S. shall have life insurance coverage at three-sixteenths (3/16) of his last year's salary with the County without cost.

Upon retirement, an employee who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross-Blue Shield insurance, or its successor's insurance and Two Thousand (\$2,000.00) Dollars life insurance by paying group rate premiums therefore.

ARTICLE XIII: GRIEVANCE PROCEDURE

Any dispute, difference, or grievance regarding the interpretation, application or violation of this agreement, affecting the employees covered by this agreement, shall first be attempted to be settled by means of a conference between representatives of the Association and representatives of the County.

In the event that such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance regarding the interpretation or application of the provisions of the agreement may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation or the American Arbitration Association, who shall designate an arbitrator.

The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association or the County shall have the right to submit a matter to arbitration.

Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of this agreement shall not suffer any loss in wages by reasons thereof.

Imposition of a penalty such as suspension without pay or discharge shall not be made until the employee has had a hearing and an opportunity to present his case.

#### ARTICLE XIV: DEDUCTION OF DUES

The County agrees to deduct dues for the Association from the salaries of the employees covered by this Agreement when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the County.

Once an authorization is given, it shall remain in effect unless terminated by the employee upon written notice of termination of the employee.

The filing of a Notice of Withdrawal shall halt deductions as of January 1st, or July 1st, whichever is sooner, next succeeding the date on which the Notice of Withdrawal is filed.

The County shall not be responsible for the collection of dues after the termination of an employee.

ARTICLE XV: SEVERABILITY

Should any part of this Agreement or any provisions herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XVI: DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until December 31, 1972.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Deputy Director of the Board of Chosen Freeholders, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution of said party of the first part passed for that purpose, and the said party of the second part has caused these presents be signed by its proper corporate officers and its corporate seal to be hereunto affixed the 17th day of June, 1971.

Attest:

Ruth E. Stevenson  
Ruth E. Stevenson, Clerk

Attest:

Fred A. Montalbano  
Secretary

COUNTY OF ESSEX

By: Philip C. Rotondo  
Philip C. Rotondo, ~~Deputy~~ Director

PUBLIC WORKS CONSTRUCTION  
MECHANICAL ASSOCIATION

By: Henry F. Vagler  
President